

1904-070  
Lee Co.

Chancery Causes: Rhoda Woodward & vs. Sarah Givens &

Tilson, Lewis, Taylor, Tyo, Rumsey, Spangler, Lucas, Sargent,  
Smith, Whitehead, Duncan, McDowell, Frick Co], Sargent

CH-Estate Dispute  
T-Property

-Deed



To the Honorable N. A. W. Sheen Judge of the  
Circuit Court of Lee County, Va.  
Humbly complaining, sheweth unto your  
honor, your complainants, Rhoda<sup>(1)</sup> Woodward,  
Malissa<sup>(2)</sup> Tilson, Jennie<sup>(3)</sup> Lewis, M. E. Taylor<sup>(4)</sup>, W. E. Givens<sup>(5)</sup>,  
John Givens<sup>(6)</sup>, Dora<sup>(7)</sup> Lyo, Mag. Purnsey<sup>(8)</sup> and James<sup>(9)</sup> Givens  
an infant who sues by Rhoda Woodward (sister)  
and next friend, that Thomas Givens their  
Father was in his life time, seized and  
possessed of certain real estate, Lying in the County  
of Lee, adjoining the lands of George Bailey and others  
Containing about 65 acres, more or less. And being  
so thereof seized and possessed, some time in the year  
— 18 — departed this life intestate, leaving your  
complainants, Lizzie Spangler<sup>(10)</sup>, (Sarah Givens<sup>(11)</sup> his  
widow) his only children, and widow, heirs at-law —  
And your complainants further state, that the said  
real estate is not susceptible of partition, as they  
believe, among the parties entitled thereto, and they desire  
that the same may be sold, and your complainants are  
informed, believe and charge that the widow Sarah  
Givens is willing, that said lands be sold free from  
her dower, and that she is willing, to take the value  
of her dower in money, that it is impracticable to  
partition, said land, among the parties, as their shares  
would be small and worthless. And your  
complainants, would further show your honor  
that while they have been in the continued  
possession of said land, since their Father's death



both actually and constructively, one J. M. Lucas claims that he on the day of Feb. 1894 purchased your Complainants lands from C. T. Duncan Trustee, who it is claimed sold your Complainants land, to satisfy a debt due by your Complainants. Father in his life time, to the Guer Machinery Co. the said deed or conveyance, from C. T. Duncan Trustee to J. M. Lucas is of record in the County Courts Clerks Office. Deed Book no. 31, Page 399 - your Complainants allege that said deed is void, and should be set aside and held for naught, that your Complainants Father in his life time did <sup>not</sup> execute a deed of Trust to J. R. McDowell Trustee for the benefit of the Guer Machinery Co. or to any one else for their benefit, that C. T. Duncan, was never appointed by the County Court of Lee County Va. substituted Trustee for J. R. McDowell, or any one else, your Complainants allege that the said J. M. Lucas, wrongfully and in fraud of their rights, procured the void sale of their lands, by C. T. Duncan Trustee at which sale he, <sup>J. M. Lucas</sup> became the purchaser, and has since that time sold or attempted to sell said land to J. R. Smith and Catharine Sargent, whose deeds are of record in the County Court Clerks Office of Lee County Deed Book no. 38, Page 418, and Deed Book no. 33, Page 171 - and that Catharine Sargent has conveyed, part of what was conveyed to her, to J. M. Whitehead, Deed Book no. 33, Page 494, to all of which deeds reference is here made,



all of which sales, or pretended sales and conveyances,  
your complainants allege are void, voidable and  
should be set aside, Now your complainants would  
further show your honor that, their Father Thos. Given  
in his lifetime, J. M. Lucas, and J. W. Jones, on the 17<sup>th</sup>  
day of July 1889 - executed, to J. R. McDowell Trustee  
for the benefit of the "Frick Company, a corporation  
of Pennsylvania, a deed of Trust to secure the payment  
of 4 notes of \$125<sup>00</sup> each, but said deed of Trust was never  
acknowledged for record, in fact never went in to  
effect as the consideration failed, but in some way  
said purported deed of Trust has been spread on  
the records in the County Court Clerk's office, of Lee Co. Va.  
Deed Book. no. 24 - P. 208, and might be deemed  
by some an encumbrance on your complainants  
land, your complainants allege that <sup>there</sup> never was  
anything due by virtue of said writing, but if there was,  
it has long since been paid, by the parties in interest  
in the due proportion of their respective liabilities,  
especially, your complainants, allege that their Father  
in his life time paid his proportion of said liability if any,  
<sup>ever existed</sup> and your complainants allege that the Frick Co.  
as they are informed, are ready and willing, at  
any time to execute a proper release deed, <sup>and which they have already done as your complainants are informed</sup> your  
complainants allege that they are young, and until  
very recently have been ignorant of their rights in the  
premises, your complainants, <sup>allege</sup> that all the foregoing  
sales, and enforcement of pretended deeds of  
Trust have taken place, since their Father's death,



and without their knowledge, which is wrong and  
contrary to equity, that if any Trust deeds existed  
which it was proper to have enforced, that it  
should have been done, by account of Equity,  
and for that reason, if no other, the sale by C. T.  
Duncan Trustee, is void, and voidable, Intender  
Consideration whereof, and forasmuch as your  
orator is remediless in the premises, save by the  
aid of account of Equity. Your Complainants  
pray that the said Sarah Living. Lizzie Spangler  
J. M. Lucas, Catherine Sargent, James B. Smith  
J. M. Whitehead, C. T. Duncan Trustee, J. R.  
Mc Dowell Trustee, Frick Company, a  
corporation of Pennsylvania, be made parties  
defendant to this bill and answer the  
same but not on oath that being waived,  
that a commission be appointed to ascertain what  
amount of rents are due from J. B. Smith and  
Catherine <sup>Sargent</sup>, to your Complainants, who it is alleged  
have had the use and occupation of said land, or  
at least part of it, for five years) that the deeds executed  
by C. T. Duncan Trustee, to J. M. Lucas, and from J. M.  
Lucas to J. B. Smith and from J. M. Lucas to  
Catherine Sargent, and from Catherine Sargent  
to J. M. Whitehead, and the deed of Trust executed  
by J. M. Lucas, Thos. Gifford (now decd) and T. M. Jones,  
to J. R. McDowell Trustee for the benefit of Frick Co.,  
all be declared void, voidable and held for naught,



that they all be removed as a cloud upon your  
Complainants title, that they be quieted in their title  
and possession, and that the ~~the~~ said encumbrances  
be removed, that the said Sarah Givens, (widow)  
answer whether or not, she desires dower  
assigned in said lands or is willing for the  
whole to be sold and dower taken in  
money, that the said land be exposed to  
sale, and the proceeds thereof distributed among  
the parties entitled thereto, that proper process  
may issue, and that such other further and  
general relief may be afforded your ~~Complainants~~  
as the nature of their case may require, or to  
Equity shall seem meet, And your orator  
will ever pray etc. M. G. Ely. p. q.



Plaintiffs Costs  
 Munsey Clerk 4.74  
 Tax 1.50  
 Ewing Clerk .76  
 Atty 15.00  
 Sheriff 4.00  
 Morgan Co clerk 1.25  
\$27.25

1 City  
 Rhoda Woodward et al.  
 vs. Bill in Chancery  
 Sarah Givens et al.

1902 2nd May rules  
 Bill filed & pa  
 executed & accepted  
 & D. N.

" 1st June rules D. N.  
 Confirmed & Cause  
 Set for hearing

Plaintiffs Costs  
 Munsey Clerk \$4.74  
 Tax 1.50 paid  
 Ewing Clerk .76  
 Sheriff 4.00  
 Atty 15.00  
 Morgan County C. 1.25  
\$27.25



To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia;

The joint and seperate answers of the "Frick Company", a corporation, and J.R. McDowell, Trustee, defendants to a bill of complaint exhibited in your Honor's court against them and others by Rhoda Woodward and others.

These defendants now and at all times hereafter saving and reserving to themselves all exceptions for answer thereunto, or so much as they are advised is material ~~to~~ for them to answer, answering say, that they suppose it is true that Thomas Givens died seized and possessed of the tract of land described in said bill, and as far as they know or are advised, the other allegations in said bill are true.

Your respondent "The Frick Company" knows nothing of the deed of Trust described in said bill as having been executed for their, benefit, and deny ever having such a deed of trust, but as they are informed that such an attempted deed of Trust as is described in said bill is spread upon the ~~FILED~~ records in the County Court Clerk's office of Lee County, Va. which was without their knowledge, and for the purpose of removing the same as an encumbrance ~~XXXXXX~~ or a lien on said land, at the request of the parties interested, your respondent executes and delivers a proper release deed to the same, an attested copy of which is filed herewith marked "release" and asked to be treated as part of this answer. And your respondent J.R. McDowell denies that any such deed of Trust was ever executed to him as a Trustee for the benefit of the "Frick Co., if so, he never had any knowledge of it, the Trust deed was never delivered to him, nor any trust by, or under it, accepted by him. And having answered the complainants bill as fully as they are advised that it is necessary for them to answer, your respondents pray hence to be dismissed with a reasonable amount of costs expended, and they will ever pray etc.

The Frick Company,

J.R. McDowell,

By M.G. Ely, Counsel.



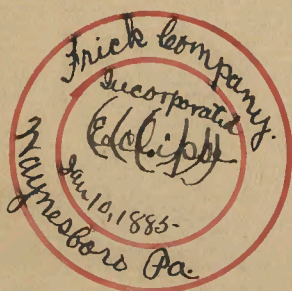
Rhoda Woodward et als.  
Answer of The Truck  
vs { Company & J. R. McDowell  
Sarah Givens et als -

Filed in open Court  
and by leave thereof  
July 1st 1902

A B Munsey Clerk



This indenture made this April 8th, 1902, between, The "Frick Company" a corporation of Waynesboro, Penn. and J.R. McDowell, Trustee, parties of the first part, and J.M. Lucas, and, Rhoda Woodward, Malissa Tilson, Jennie Lewis, M.E. Taylor, W.E. Givens, John Givens, Dora Tyo, Mag. Rumsey, James Givens, Lizzie Spangler, and Sarah Givens, Heirs at Law of Thos. Givens Dec. of the second part. Witnesseth, that whereas, by a deed dated July 17th, 1889, and of record in the County Court clerks of office of Lee County Va. in Deed Book, No. 24, Page 208, the said J.M. Lucas, Thos. Givens Dec. and T.W. Jones, in order to secure to the "Frick Company," the payment of four several notes of \$125.00 each, fully described in said deed did convey in trust to the said J.R. McDowell, two certain tracts of land, set forth and fully described in said deed as a 65 acre tract, belonging to Thos. Givens and a 100 acre tract belonging to J.M. Lucas, along with considerable personal property, And whereas the said notes have been fully paid by the parties to said Frick Company in the due proportion of their respective liabilities, and the said J.M. Lucas, and heirs at Law of Thos. Givens Dec. desires that the said property should be released from the said deed of Trust, now therefore this indenture witnesseth, that the said Frick Company, and J.R. McDowell, in consideration of the premises, and for the further consideration of one dollar to them in hand paid at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged doth grant, bargain and sell, assign, release, and confirm unto the said J.M. Lucas, and heirs at Law of Thos. Givens Dec. forever, the said tracts or parcels of land, set forth and described in the deed of trust aforesaid, for full description reference is here made to said deed of trust, to have and to hold unto the said parties of second part forever. And the said Frick Company doth hereby release to the said J.M. Lucas and heirs at Law of Thos. Givens Dec. all their claim title, right, and equities in and to the said premises. Witness our hands and seals the day above written.



Frick Co.

(Seal)

S.B. Rinehart Prest

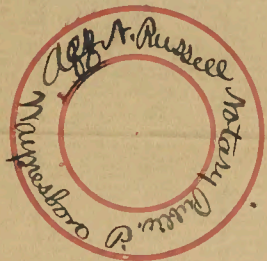
J.H. Deardorff asst Sec.

(Seal)



Pensylvania, Franklin County, to-wit:

I, Alf. N. Russell, a notary Public in and for the County and State aforesaid, do certify that the Frick Company, a corporation, whose name is signed to the foregoing release deed, bearing date, April 8th, 1902, has acknowledged the same before me, by S. B. Rinehart its President, in my county and State aforesaid. Given under my hand and official seal. This 3d, day of April 1902.



Alf. N. Russell, N.P.

Commission Ex--1/20 /03.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 27th, day of June 1902. This deed was presented, and together with the certificate thereto annexed admitted to record at 10:0'clock A.M.

Teste; B.M. Morgan, Clerk.

A Copy, Teste; B. M. Morgan ----- Clerk.  
( D.B. No. 39, Page, 114)



J. R. McDowell et al  
For Release Need  
J. M. Lucas et al

copy-

Clerk for copy 30 cts



To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County Virginia;

The answer of Sarah Givens one of the defendants, to a bill of complaint exhibited in your Honor's Court by Rhoda Woodward and others against this respondent and others.

The defendant now and at all times hereafter, saving and reserving to herself all exceptions, for answer thereunto or so much as she is advised, is material for her to answer, answering saith, that she admits as true all the material allegations of said bill, she admits and alleges that she is ~~the~~ widow of Thos. Givens, deceased, and that she is entitled to her dower in the tract of land described in said bill, and that if, it will prove beneficial to a sale of the residue of said tract of land then she is willing for the whole tract to be sold free of her dower claim, and she hereby releases the same in consideration that she be paid the money value of her dower, when said lands is sold, and it is ascertained from the annuity table, what it is worth, Your respondent admits as true that her said deceased Husband's land has been wrongfully sold and the title ~~claimed~~ by conveyances, and she joins in the prayer of the complainants that they all be set aside and held for naught. She denies that her Husband Thos. Givens, deceased, was in his lifetime indebted to any one, who had a right to have his land sold, that ~~said~~ purported deed of Trust in favor of Frick Co., was null and void and, if not, it has been fully released by them.

And having answered the complainants bill as fully as it is necessary to answer, your respondent prays hence to be dismissed with her reasonable costs expended, and she will ever pray etc.

Sarah Givens,

By M.G.Ely, Counsel,



Rhoda Woodward et al.  
vs. { Answer of Sarah  
      { Sivens -  
Sarah Sivens et al.

Filed in open Court and  
by leave thereof July  
1st 1902.

A. B. Munsey Clerk



/

To the Honorable H.A.W.Skeen, Judge of the Circuit Court  
of Lee County, Virginia:

The separate answer of J.M.Lucas to a bill exhibited against  
him and others in this honorable Court by Rhoda Woodward and others.

This respondent saving the benefit of such exceptions as may  
be had to said bill for its many errors of law and misstatements of  
facts, and not waiving the demurrer this day filed but relying and in-  
sisting thereon, for answer thereto, or to so much thereof as he is  
advised that it is material or necessary to answer, answering says:

That it is true that Thomas Givens the father of said complain-  
ants was in his lifetime seized and possessed of the tract of land  
mentioned in the bill.

Respondent supposes the heirs at law of said Thomas Givens  
are correctly stated in the bill and perhaps, there are so many of them  
that a partition in kind of said land, if they were entitled to it,  
could not be made, but he denies that said complainants or the heirs  
at law of the said Thomas Givens are entitled to a partition of said  
tract of land or that they have any interest whatever in it; he de-  
nies that said heirs, or any of them, are in the possession of said  
land, either actually or constructively.

/ It is further true that your respondent purchased said tract  
2 of land at a sale thereof made by C.T.Duncan, trustee, and he avers  
3 that the said Duncan as trustee sold said land regularly and after due  
4 and proper advertisement as required by law to satisfy the pro rata  
5 part of the said Givens of a debt contracted by the said Givens, this  
6 respondent, T.W.Jones, A.B.Munsey and Robert Graham, which debt was  
7 for a steam engine, boiler and fixtures manufactured by the Frick Co.  
8 and sold to said parties by the Greer Machinery Company and for which  
9 four notes of \$125.00 each were executed by the firm of Lucas, Givens  
10 & Co. These notes became the property of the said Greer Machinery  
11 Company. At the time of the execution of these notes your respondent,  
12 the said Thomas Givens and the said T.W.Jones executed to J.R.McDow-  
13 ell, trustee, a deed of trust on certain property described therein  
14 to secure to the said Frick & Co. the payment of said notes. A copy  
15 of this deed of trust which was duly acknowledged before witnesses  
16 is here filed as a part of this answer marked exhibited "A.B."  
17 After the execution of said deed of trust said debts not being paid



1 a suit was instituted on said notes in the Circuit Court of Hancock  
2 County Tennessee against the parties executing said notes under their  
3 firm name of Lucas, Givens & Co. and judgment obtained against your  
4 respondent, who was then a citizen of the State of Tennessee, and of  
5 the County where said judgment was rendered. This judgment was after-  
6 wards paid off and discharged. The said Jones, Munsey and Graham each  
7 paying their respective parts thereof, and your respondent paying the  
8 share of himself and the said Thomas Givens, and on the 30th day of  
9 November, 1892 said Frick Company assigned this judgment to your re-  
10 spondent, which will more fully appear by said assignment which is filed  
11 herewith as a part hereof, marked "A.C."

12 Your respondent will now show your honor that this judgment  
13 so assigned to him is for the same identical debt for which said deed  
14 of trust was executed, and after the assignment to your respondent  
15 as aforesaid, to-wit on the 20th day of February, 1893, the said J.P.  
16 McDowell the trustee in said deed of trust being a non-resident of the  
17 state of Virginia appeared before the County Court of said County and  
18 tendered his resignation as trustee in said deed of trust and the same  
19 being the accepted C.T. Duncan was appointed by said Court to fill the  
20 vacancy caused by the resignation of the said McDowell, all of which  
21 more fully appears by reference to a copy of said order, herewith  
22 filed as a part hereof marked "Exhibit C."

Respondent denies that he wrongfully and in fraud of the com-  
plainants' rights procured a sale of said land. Respondent did re-  
quest said trustee to make said sale as he had a right to do, he hav-  
ing paid for the said Thomas Givens the sum due by him on the purchase  
of said machinery.

23 Respondent denies the allegation that the deed of trust exe-  
24 cuted by the said Givens was never acknowledged, but on the contrary  
25 said deed was duly acknowledged before two witnesses by the said Givens  
26 by the said T.W. Jones and by your respondent; he also denies the allega-  
27 tion that said deed never went into effect; he denies that the consid-  
28 eration for said note and said deed of trust failed, but upon the  
29 contrary, said consideration was fully received and enjoyed by all the  
30 parties, the said Givens receiving and taking his pro rata part thereof.

Respondent denies the allegation that nothing was ever due by  
virtue of said deed of trust and on the contrary he alleges that there



was \$100.00 due from the said Thomas Givens, his part of the said \$500.00; he denies that the said Givens in his life time ever paid one single cent thereof or that the same or any part thereof has ever been paid, or rather re-paid to your respondent who paid the entire amount which the said Givens should have paid.

Respondent does not know whether the Frick Co. is willing and ready to execute a proper deed of release on said property or not but he denies that said Company has any right to execute said release on the Givens land as they are no longer interested therein. Said Company has received its money and has assigned its debt to your respondent and if the Court should be of opinion that said trust deed has not been properly certified for acknowledgement than he prays for the enforcement of the same, that said deed of trust be properly recorded and duly enforced and for this purpose if necessary he prays that this answer may be treated as a cross bill and the proper parties be required to answer it, but not under oath, as that is waived.

And now having answered said bill as fully as he is advised it is material to answer the same and here expressly denying every allegation in said bill notherin before admitted or denied, he prays to be hence dismissed with his costs.

C. T. Duncan  
for deft. Lucas



J. M. Lucas et al  
ads. { answer.

Rhoda Kivus et al

Filed in open court  
and by leave thereof  
July the 1st 1902

A. B. Munsey Clerk



Rhoda Woodward et al - - - - - Plaintiffs.

vs.

In Chancery.

J.M.Lucas et al - - - - - Defendants.

This cause came on this day to be heard on the papers formerly read therein, and was argued by counsel.

And it appearing to the Court, from state ment of counsel that all matters in controversy in this cause have been settled between the parties by the defendant J.M.Lucas, having paid to the ~~plaintiffs~~ *heirs at law of Thomas Givens, deceased* the sum of \$130.00, each party to pay their own cost; and it further appearing to the Court that the said J.M.Lucas is entitled to a deed conveying to him the interest of the heirs of Thomas Givens, deceased, in the lands in the bill and proceedings mentioned.

On consideration of all of which it is adjudged, ordered and decreed that Geo.P.Cridlin, who is hereby appointed a Special Commissioner for the purpose, be and is hereby directed to execute and acknowledge a deed conveying to said J.M.Lucas, with covenants of special warranty, ~~the~~ *all the right title and* interest of the heirs at law ~~of~~ *said widow* of Thomas Givens, deceased, in the lands in the bill and proceedings mentioned and described, and he will report said deed to Court; and said deed having been executed and acknowledged by said Commissioner and reported to court, and the same having been seen and inspected by the court, the said report and deed therewith are hereby approved and confirmed by the Court, and said Lucas is hereby directed to pay to said Commissioner the sum of \$5.00 for making and executedng said deed.

And it appearing to the Court that there is nothing further to be done in this cause, it is adjudged, ordered and decreed that the same be stricken from the docket, each party paying his own cost.



Rhoda Woodward et al.  
vs. Deere & Fernal.  
J. M. Lucas and others  
Em. C. B. No. 7 p. 420

Enter this

H. C. W. Skinn

Feb. 18<sup>th</sup> 1904



Rhoda Woodward et als a..... Plaintiffs

Vs.

In Chy.

Sarah Givens etals

Defendants.

This cause came on this day to be heard upon the bill of Complainants, the answer of Sarah Givens, the answer of Frick Co., and J. R. McDowell, and exhibits filed therewith, the answer of J. M. Lucas, and exhibits filed therewith, and process duly executed on the defendants <sup>C. T. Duncan</sup> Catherine Sargent, J. B. Smith, J. M. Whitehead, and Lizzie Spangler, and exceptions to the answer of J. M. Lucas filed in writing by Complainants and was argued by counsel :

On consideration of which, and for reasons appearing to the court, said exceptions are overruled, and the bill of Complainants as to the defendants, C. T. Duncan, Trustee, J. B. Smith and J. M. Whitehead, Catherine Sargent, and Lizzie Spangler is taken for confessed, they failing to appear, plead answer ~~and~~ demur, and as to the said answer of J. M. Lucas the Plaintiffs replied generally. And the cause is Continued.



Rhoda Woodward and others  
vs {{ Deere no. 1  
Sarah Givens and others

Entered Co. B. 7  
P. 131.

Enter this  
Hawson

July 15<sup>th</sup> 1902



Rhoda Woodward et al - - - - -Plaintiffs.

VS.

In Chancery.

J.M.Lucas et al - - - - - Defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of  
Lee County, Virginia,

Your undersigned, who was by a decree this day entered in the above styled cause appointed a Special Commissioner to execute and acknowledged a deed conveying to J.M. Lucas the interest of the heirs of Thomas Givens, deceased, in the lands in the bill and proceedings mentioned, begs leave to report that he has executed and acknowledged said deed as directed by said decree and he files the same with this his report marked "DEED".

All of which is respectfully submitted.

Special Commissioner.



Rhoda Woodward et al  
vs J. Lee Chy

J. M. Lucas et al  
Clerk's Report

Filed Feb. 19, 1904.

Clerk.



THIS DEED made and entered into this the 25th day of April 1895 by and between C.T.Duncan, trustee, party of the first part, and J.M.Lucas, party of the second part, all of the County of Lee and State of Virginia, Witnesseth: that, whereas by deed dated on the 17th day of July 1887, Thomas Givens and Sarah his wife conveyed to J.R.McDowell a tract of land situated in Lee County Virginia, in the White Shoals Magisterial District, supposed to contain 65 acres more or less, the object of which conveyance was to secure the payment of a debt due by the said Thomas Givens and others to the Greer Machinery Company, and whereas afterwards, the said J. R.McDowell, without ever having executed said trust, resigned the same, and the said C.T.Duncan was by the County Court of Lee County, appointed trustee in his stead, with full power to execute said trust, and whereas, the said Thomas Givens having failed to pay his part of said debt so secured as aforesaid, and the said C.T.Duncan trustee, having been thereunto requested by the parties interested, did, on the first day of the February term of the County Court of Lee County in the year 1894, at the front door of the ~~en~~ Court house of Lee County, after having advertised the time, terms and place of sale for more than thirty days before said day of sale, sell said tract of land to the highest bidder for cash in hand, and at said sale the said J.M.Lucas became the purchaser at the price of one hundred and twenty dollars: Now in consideration of the premises aforesaid as well as in consideration of the sum of one hundred and twenty dollars cash in hand paid the receipt of which is hereby acknowledged, the said C.T.Duncan trustee has this day bargained and sold and by these presents does hereby release and convey to the said J.M.Lucas the tract of land described in said deed of trust, to which reference is here made, bounded as follows, to wit Beginning on and at an oak <sup>south</sup> ~~west~~ from the dwelling house, thence with the road N 56 1/2 E ~~EX~~ 25 poles to a stake thence N 41 E 25 poles & 15 links to a stake, thence N 7 W 12 poles to a stake, thence N 20 W 20 poles to a corner of the lands of J.M.Whitehead, thence with his line N 77 1/2 E 55 poles and 5 links to a corner of J.B.Smith's land thence S 4 1/2 E ~~E 144 poles and 25 links~~



144 poles and 23 links to corner of William R. Snodgrass' land  
thence with his lines S 77 1/2 W 41 poles and 15 links to an  
Oak snag thence S 51 W 12 poles to a stake corner to George Bail-  
ey's land thence N 15 1/2 W 57 poles and 11 links to two Poplars  
thence N 52 W 48 poles to the Beginning, containing 58 acres more  
or less, to HAVE and to HOLD said tract or parcel of land with all  
its appurtenances to him the said J.M. Lucas and his heirs forever  
And the said C.T. Duncan trustee covenants to and with the said  
Lucas that he will warrant specially the title to the tract of  
land hereby conveyed. Witness the following signature and seal  
this the day and year aforesaid.

C. T. Duncan Trustee (seal)

Virginia Bee County to wit:

J. A. T. Richmond Clerk of the County  
Court for said county, in the State of Virginia  
do hereby Certify that C. T. Duncan whose  
name is signed to the foregoing writing  
bearing date on the 25th day of April  
1895, has acknowledged the same before  
me in my County aforesaid, and said deed  
is admitted to record. Given under my hand  
this 25th day of April 1895:  
J. A. T. Richmond Clerk



J. M. Lucas  
From  $\frac{4}{3}$  Dred  
C. T. Duncan Lister  
~~under~~  
~~under~~  
Recorded in Deed  
Book No. 31.

Page 399  
J. F. Nicholson  
Cork

C 125  
57.50  

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275

(5051)



This Deed made this 17th day of July A. D. 1889, between J. M. Lucas & wife Margaret Lucas, Thomas Givens & wife Sarah Givins, & W. T. Jones & Robert Graham of the County of Lee & Hancock and State of Virginia & Tennessee, party of the first part and J. R. McDowell, of Knoxville of the County of Knox and State of Tennessee, party of the second part, Trustee;

WITNESSETH: That the said party of the first part for and in consideration of one dollar to them in hand paid and the other consideration hereinafter mentioned, have this day granted, bargained, sold and conveyed and do hereby grant, bargain, sell and convey unto the said party of the second part his successors and assigns forever, the following described real estate and personal property to-wit; Also one Frick Company 4<sup>th</sup> Portable Engine complete No. 4539, also 138 feet 6 in. 4 ply rubber belting manufactured by Weatur Rubber Co. also one bay mare about 7 years old named Bird, the property of J. M. Lucas the same that he purchased of John Stanford, also one brown mare about 7 years old name Mol, the property of J. M. Lucas the same that he purchased of Frank Thompson, also one grey horse about one year old named Bill, the property of J. M. Lucas the same that he himself raised, also one grey mare about 12 years old named Maud the property of Thomas Givens, the same that he purchased from Edward Snodgrass, also one grey horse about 12 years old named Bill the property of Thos. Givens the same that he purchased of Mate Wheeler also one bay mare about 8 years old named Fan the property of T. W. Jones the same that he purchased of Jas. Vincel, also one dark iron grey about 3 years old named Kit, the property of T. W. Jones the same that he raised himself also one tract of land containing 65 acres, lying and being in the White Shoals District of Lee County, State of Virginia, belong to and in the name of Thos. Givens adjoining the lands of John Whitehead on the north, Dow & Bay Smith on the South, Edward Snodgrass on the east & Geo. Bailey on the west, also one tract of



land containing 100 acres, lying and being in the 9th Civil District of Hancock County State of Tennessee belonging to and in the name of J. M. Lucas adjoining the lands of Henry Hatfield on the North Andy Hopkins on the South, J. B. Southern on the East & Jas. Bishop on the west, the said J. M. Lucas & wife M. Lucas & Thos. Given & wife S. Givens owner of said real estate do covenant with said trustee, his successors and assigns, that they lawfully seized of said real estate and have a good right to convey it and that they same is unencumbered and do covenant and bind themselves thereof as legal representatives to warrant and defend the title to said real estate to said Trustee his successors and assigns against the lawful claims of <sup>all</sup> ~~lawful~~ persons.

To have and to hold the said described property, personalty and realty, all and singular, unto the said trustee his successors and assigns forever.

But this deed is made for the following purpose and no other: That is to say that J. M. Lucas, Thos. Givens, T. W. Jones & R. Graham justly indebted to Frick Company ( Incorporated ) of Waynesborough Franklin County Pennsylvania, in the sum of Five hundred & 00 / 100 dollars with interest according to the term of four certain promissory notes duly executed by them, payable to Frick Company are order as follows.

One note dated July 17 1889 due February 1 1890 for \$125.00

One note dated " 17 1889 due August 1 1890 for \$125.00

One note dated " 17 1889 due February 1 1891 for \$125.00

One note dated 18 due August 1 1891 for \$125.00

And being desirous to secure and make certain the payment of the sums and all renewals and extensions thereof, the party of the first part makes this conveyance. ~~to wit~~

Now therefore if the said party of the first part or any one of them, shall pay said notes as they each become due with the interest thereon then this deed of conveyance shall be null and void. But if default be made in the payment of any of said notes, in whole



or in part or of the interest thereon at the time limited for the payment for the same or if said party of the first part shall sell assign, or dispose of, or attempt, to sell, assign, or dispose of the whole or any part of the said personal property, or remove, or attempt to remove, or permit the removal of the whole or any part thereof, from the County of Lee or Hancock of Va. & Tenn. without the written consent of Frick Company, or assigns, or if any extension, or other writ shall be levied, or about to be levied, on said personal property, or any part thereof; or if said Frick Company or assigns for any other reason, deem themselves insecure then in any of said events this conveyance remains in full force and effect, and the whole sums hereby secured shall immediately become due and demandable, and said Trustee or his successors in trust, is hereby authorized and empowered, upon the written request of Frick Company, or assigns, or without such request, if he sees fit, to take the personal property herein described into immediate *possession* ~~effect~~, and remove the same to such place as he thinks proper and sell the same for cash, or on credit with approved security, as to the trustee may seem best for the said Frick Company to the highest bidder after giving ten days written or printed notice to be posted at one or more public places in the vicinity where the property is to be sold or in Lee Co. Va. or Hancock Co. Tenn. County. And upon making total or partial default in payment of the above notes according to their tenor and conditions, the said Trustee or his successor in trust, after sale of the personal property herein conveyed or before resorting to the same as he may elect, may and he is hereby authorized and empowered, upon giving ten days notice by advertising in some news-paper published ~~in~~ *at* Jonesville Va. or Sneedville Tenn. or by printed or written posters, posted in three public places in the County where sale is made, one to be posted in the vicinity of the place of sale, to sell said real estate at Jonesville, Va. or Rogersville, Tenn., to the highest bidder for cash, and said Trustee or successor in trust, shall make a deed to the same to the person, the said J. M. Lucas & wife M. Lucas.



& Thos. Givens & S. Givens do hereby expressly waive the equity of redemption right of homestead and the requirements of the Statutes as to Trustees bonds and oaths. And in case of death, ~~or~~ absence, inability or refusal to act of said trustee at any time when his action under the foregoing trust may be required, then Frick Company or assigns are hereby authorized and empowered to name an appoint a trustee to execute the trust and title herein conveyed to the trustee herein named shall be vested in such appointee who is hereby empowered to perform ~~all~~ the duties under this trust which the *said* trustee herein named is empowered to perform. The proceeds of any of the property personal or real, sold as herein provided shall be applied; First to pay the cost, charges and expenses of executing this trust including commissions to trustee, and also Attorneys fee and all costs and expenses incurred in enforcing or protecting this trust. Second to pay said notes or renewals or extensions or any balance thereof remaining unpaid, it being understood and hereby agreed to, that if Frick Company or assigns so direct the proceeds shall be applied on said notes in the inverse order of their maturity, and the fact of any note not being then due shall not ~~prevent~~ *prevent* the proceeds of such sale from being thus applied to it in preference to such as may then be due. Third the residue if any, is to be paid over to the party of the first part.

In witness whereof the parties of the first part have hereunto set their hands and seals.

Witnesses	J. M. Lucas	(Seal)
J. W. Cheatham	Thos. Givens	(Seal)
J. G. Duncan	T. W. Jones	(Seal)

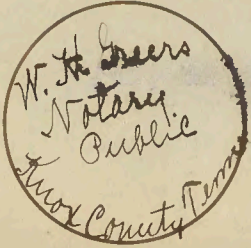
State of Tennessee, Knox, County,

Personally appeared before me W. H. Greers, Notary Public in and for County aforesaid J. W. Cheatham, J. G. Duncan, subscribing witnesses to the annexed deed, who being first ~~and~~ sworn deposed and said that they, acquainted with E. M. Lucas Thos. Givens and



T. W. Jones, the bargainors and that they acknowledged the same in their presence to be their act and deed on the day it bears date.

Witness my hand at office in Knoxville the 20th day of July 1889.



W. H. Greers Notary Public.

State of Virginia, County of Lee to-wit;

I, John R. Gibson Clerk of Lee County Court for said County do certify that the foregoing deed of trust and certificate were received in my office July 25th 1889 and entered on record.

John R. Gibson Clerk.

A Copy Teste: B. H. Morgan Clerk.

(D. B. No. 24 page 208 &c)



J. M. Lucas et al  
To } Deed  
J. R. McDowell Trust

---

Copy

"A. B."

Clerk \$1.00



Virginia,

At a county court begun and held for Lee County at the court-house thereof on Monday February 20th, 1893.

J.R.McDowell Trustee in a deed of Trust executed by J.M.Lucas, Thomas Givens & L.W.Jones on the 17th, day of July 1889 & Recorded in the clerks office of this court, this day tendered his resignation which is accepted by the court, On motion of Greer Manufacturing Co. by its attorney, C.T.Funcan is appointed to fill the vacancy caused by the resignation of said McDowell.

A Copy, Teste; - *B. M. Morgan* ----- Clerk.



Exhibit "A. 6"

28

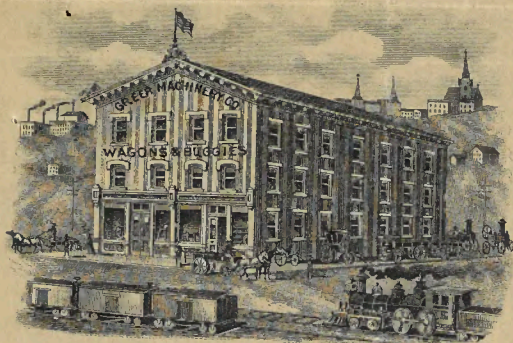
7



J.M. GREER.

J.R. McDOWELL.

J.G. DUNCAN.



JACKSON STREET,  
opposite E.T.V. & G.R.R. Depot.

# GREER MAGHINERY CO.

WHOLESALE & RETAIL DEALERS IN

AGRICULTURAL IMPLEMENTS & MACHINERY.

WE ALWAYS ON HAND A LARGE STOCK OF  
FARM WAGONS,  
SPRING WAGONS & BUGGIES,  
RUBBER & LEATHER BELTING,  
CORN SHELLERS & STRAW CUTTERS.

ALSO THE LEADING & BEST LINE OF WOOD-WORKING MACHINERY,  
PLANERS & MATCHERS, SAW-MILLS, PORTABLE & STATIONARY  
ENGINES, THRESHERS, CORN & WHEAT MILLS, HARVESTING  
MACHINERY, MOWERS & REAPERS, GRAIN DRILLS, DISC HARROWS,  
STOCK, PLATFORM & COUNTER SCALES, CIRCULAR SAWS, ETC.

Knoxville, Tenn.

For value received we hereby assign without recourse on us either in law or equity to Jonothan M. Lucas a Judgment for the sum of \$454.57 with interest thereon from the 21st day of April 1891, which said judgment was obtained by us in the Chancery Court of Hancock County, Tennessee against Jonothan M. Lucas, T.W. Jones, Thomas Given and A.B. Munsey. Given under our hands this 30 day of November 1892.

Trick Co



"Exhibit C."



Rhoda Woodward, and others, Plffs.

Against) Exceptions to answer of J.M.Lucas.

Sarah Givens, and others, Defts.

The complainants in the above styled cause, except to the answer of J.M.Lucas, because it sets up no valid defense, in this: First: Said on page one, from line one down to line seventeen, is excepted to, because exhibit "A.B." is not filed, and if it was, it would show that it was never acknowledged for record, and all the proceedings thereunder were void.

Second: From line one on second page to line twelve, is excepted to because it sets up no defense, it admits that a judgment was obtained in Tenn. against only J.M.Lucas, and there is no evidence of said judgment filed, there ought to be copy of the record, with answer, and said exhibit "C" is excepted to because not signed by the, Frick Co. in its, corporate capacity, or by any one who had authority to do so, and the judgment if any, was assigned to Lucas on himself, and he had no right either in law or equity to have complainants land sold, Lucas alleges that he paid two-fifths of the debt secured by the purported deed of trust, and the other three-fifths was paid by Jones, Graham, and Munsey, if so, that releases and forever discharges said purported deed, because the deed states on its face, that if either one of the said parties pay said debt it is then void.

Third: From line twelve down to line twenty two on page, two, is excepted to because it sets up no defense, the appointment of C.T.Duncan substituted Trustee, is void, because not made according to law, and exhibit "A.C." filed with said answer proves that fact. The law requires notice to the other parties in interest, see section 3419 of Code of 188

Fourth: And the residue of said answer is excepted to it is too late now to have said "bogus deed of trust" proved acknowledged, admitted to record and enforced, after the death of Tom Givens, the payment of said debt, and the proper release of the said Deed, by the said "Frick Company," a copy of which is filed with their answer in this cause, if Tom Givens was indebted to Lucas he had his remedy by personal action against the estate of Givens, with getting up void proceedings, and for the foregoing reasons, the whole of said answer should be rejected as setting no defense.

*m. G. Ealy, Jr.*



Rhoda Woodward and others  
vs. { Exceptions to answer  
of J. M. Lucas  
Sarah Givens and others

Filed in open Court  
and by leave thereof  
July 9th 1902  
A. B. Munsey Clerk

W



To Rhoda Woodward, Malissa Tilson, Jennie Lewis, M.E. Taylor, W.F. Givens, John Givens, Dora Tuo, Margaret Rumsey and James Givens who sues by his next friend Rhoda Woodward:

You will please take notice that on the 23rd day of February, 1903, at the law office of Sam Harwood \_\_\_\_\_ Street, in Nashville, Tenn., I will proceed to take the depositions of John G. Duncan, to be read in evidence in my behalf in a certain suit in chancery now pending in the Circuit Court of Lee County, Virginia, in which you are the plaintiffs and myself and others are defendants. If from any cause the taking of said deposition be not begun on that day, or if begun, are not finished, the taking thereof will be continued from day to day and from time to time, and from place to place or at the same place, until completed.

You can attend and cross examine said witness if you desire.

Respectfully,

J. M. Lucas,

By Counsel.



J. M. Lucio

Notice

Rhoda Woodward

Legal Service of

This notice is  
as aforesaid for the  
Plaintiffs. Henry

3rd, 1903

Mr. G. Ely, atty for  
Riffe.



To J. M. Lucas -

TAKE NOTICE. That we on the 25<sup>th</sup> day of Oct. 1902, 189, at M. H. Ely's Lawoffice in the town of Jonesville, Va. between 6 a.m. & 6 p.m. of that day -

will proceed to take the deposition of C. E. Felanoy and others

which, when taken, are intended to be read as evidence on our behalf in a certain suit in Equity now pending in the Circuit Court of Lee County, State of Virginia, in which Rhoda Woodward and others are plaintiffs and Sarah Givens and others are defendant & -

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time, and from place to place, until completed.

Oct. 15<sup>th</sup> 1902, 189

Very Respectfully,

Rhoda Woodward et al.  
By counsel.



Rhoda Woodward and others  
vs. } Notice to take Depositions  
Sarah Givens and others

---

Executed Oct 20 - 1902  
by delivering a true  
copy of the within  
Summons to Mayor, Lucas.  
J. B. Byington D. S.  
for W. J. Milburn S. C.



To Rhoda Woodward, Malissa Tilson, Jennie Lewis, M.E. Tatlor, W.E. Givens, John Givens, Dora Tyo, Margaret Ramsey and James Givens, whoe sues by his next friend Rhoda Woodward:

You will please take notice that on the 19th day of Feb. 1903, at the office of the Callahan Construction Co. at 609 1/2 Prince Street, Knoxville, Tenn. I will proceed to take the depositions of J.R. McDowell, J.W. Cheatham and others, to be read in evidence in my behalf in a certain suit in chancery now pending in the Circuit Court of Lee County Virginia, in which you are plaintiffs and myself and others are defendants. If from any cause said depositions are not begun on that day, or if begun are not finished, the taking thereof will be continued from day to day, from time to time and from place to place or at the same place, until completed.

You can attend and cross examine said witness if you desire.

Respectfully.

J. M. Incase

By Counsel.



J. M. Lucas  
and 3 Notice

Rhoda Woodward et al

Legal notice is hereby  
accepted of the within  
notice. This Feb 2<sup>nd</sup> 1903 -  
m. H. Ely atty for  
Oppert



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Sarah Givens, Lizzie Spangler, J. M. Lucas, Catherine Sargent, James B. Smith, J. M. Whitehead, L. T. Duncan, trustee, J. R. McDowell trustee, and Frick Company a Corporation* under the laws of the State of Pennsylvania

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the *3d* Monday in *May* 1902, to answer a bill in

chancery exhibited against *them* in our said court by *Rhoda Woodward, Malissa Wilson, Jennie Lewis, M. E. Taylor, W. E. Givens, John Givens, Dora Lys, Margaret Rumsey, and James Givens an infant who* Sued by *Rhoda Woodward (Sister) and next friend*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *9th* day of *April* 1902, and in the 12 *6th* year of the Commonwealth.

A copy, Teste:

*A. B. Munsey* Clerk.

Clerk.



Rhoda Woodward et als

VS.

SUBPOENA  
IN CHANCERY.

J. M. Lucas et als

M. G. Ely

P. q.

To 2nd May Rules.  
1902. Circuit Court.

Executed by delivering a true  
copy of the <sup>subpoena</sup> ~~subpoena~~ to J. B. Smith  
J. M. Whitehead, both of whom are  
Lizzie Spangler, and executed on the  
J. M. Lucas, by delivering a true copy  
to Lucas, wife of said J. M. Lucas  
and found at the usual place of  
abode of J. M. Lucas, who is not living  
found at his usual place of abode, she  
being a member of his family  
and over 16 years of age, and found  
explaining to her the purport of the  
same, this. May 21/1902.  
W. C. Smith, Deputy  
for W. J. Millhouse - S. J. C.

Legal Service of the within process is accepted.  
this may 15th 1902.

J. A. McDaniel -  
Barney Atkins &  
Friedrich Baumgardner  
By, M. G. Ely, atty